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May 2, 2019

BY ECF

Hon. Alison J. Nathan  
United States District Judge  
United States District Court  
40 Foley Square  
New York, NY 10007

Re: Goldman v. Breitbart News Network, LLC et al., 17 CV 3144 (AJN)(SN)

Dear Judge Nathan:

I represent the plaintiff in this case. I write to advise Your Honor of a development that may complicate the plaintiff's pending Rule 41(a)(2) motion. Specifically, in my precipitating letter to the Court dated April 25, 2019, I wrote: "At this writing, six of those defendants have been formally dismissed and two others have reached at least tentative settlements that will lead to their dismissal as well." I believe I must now provide an update.

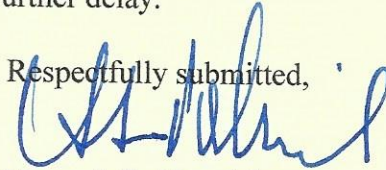
One of those two defendants is Time, Inc. Several weeks ago, the respective lawyers reached full agreement on the terms of a written Settlement Agreement and I was since advised that that agreement had been sent to the client for signature. But now I have not been able to get a status update from its lawyers. Bottom line: that agreement has not yet been signed -- although I believe it is enforceable, e.g., Case v. City of New York, 12 Civ. 2189 (AJN)(AJP), Docket No. 41 -- and thus Time, Inc. is (for now at least) still in the case. (Based on the assumed settlement, Time, Inc., did not provide previously-ordered discovery and we effectively cancelled its deposition.) If necessary, I will move to enforce that agreement, as in Case.

The remaining defendant is Heavy, Inc. I met with its lawyer on the morning of April 24th and later that day I advised him that the plaintiff agreed to a variation of his proposed terms. The next day, April 25, I sent him a draft Settlement Agreement, receipt of which he acknowledged. At no time since then has Heavy's lawyer indicated disagreement with my assertion of "tentative settlement" in my April 25 letter to Your Honor. Bottom line: that agreement has not yet been signed and thus Heavy, Inc. too is (for now at least) still in the case. (Heavy's deposition is now scheduled for May 8th.) (At about 11:00 pm last night Heavy's lawyer wrote me proposing that we speak later today; I hope we can. I'm traveling today and tomorrow.)

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I am hopeful that I will be able to discuss with the relevant lawyers very soon the status of both "tentative settlements," and I will report further to Your Honor as soon as I learn more. But I thought I should send this update to Your Honor without further delay.

Respectfully submitted,



Kenneth P. Norwick

cc: All counsel (by ECF)